the father had a right to the custody of the child. *Rex* v. *Greenhill*, 6 Nev. & Man. 244. Accordingly, the child was given to him even when it might seem wiser to have given it to another. The continued refusal of the courts to exercise a discretion in the matter was finally met by the passage of the Talfourd Act, 2 & 3 Vict. c. 54, which expressly allowed the court of chancery, in its discretion, to give the mother access to the children in custody of the father, and further to give custody of infants under seven to the mother. This age was later increased to fourteen years. Now, by 36 & 37 Vict. c. 66, the rules of equity in relation to the custody of infants are to prevail in the common law courts. By the present English law there is thus a recognition of the interest of the child, but one still sees a tendency to regard the right of the father as controlling, and the cases therefore are not always free from technicalities. Hochheimer, Custody of Infants, 2d ed. p. 33. The American cases seem never to have held with such strictness to the idea of the father's paramount right. Schouler, Domestic Relations, 5th ed. § 248. That right has been recognized, but at the same time the broader view has been taken that the child has rights of its own which the court may protect to subserve the present and future interests of the infant. *United States* v. *Green*, 3 Mas. 482. This idea that the child is but a young citizen entitled to all the advantages possible to secure to it is the most advanced which the cases have presented, and the principal case is clearly right in declaring that the welfare of the child itself is the important factor in determining its custody.

CORPORATION NAMES. — A novel question was presented in two recent New York cases, *Colonial Dames of America* v. *Colonial Dames of New York*, 60 N. Y. Supp. 302 (Sup. Ct., Sp. Term, New York Co.), and *Society of Eighteen Hundred and Twelve* v. *Society of 1812 in the State of New York*, New York Law Journal, Jan. 23, 1900. In each a membership corporation, organized ostensibly for patriotic purposes, sought an injunction to restrain a similar corporation from using a name so nearly resembling that of the plaintiff corporation as to cause confusion. In neither case had the plaintiff sustained any pecuniary damage, but in each an allegation was made of the probability of such damage in the future. The injunction was refused in the first case on the ground that no injunction could be granted for the non-fraudulent use of a name when there was no interference with any trade of the plaintiff. In the later case, in which the former does not appear to have been mentioned, the injunction was granted, apparantly on the broad principle that the probability of the purposes for which the plaintiff corporation was organized being injuriously affected by the defendant's use of a similar name was a sufficient ground for injunctive relief. The court also intimated that the case came within the rules governing an infringement of trade names.

While one must sympathize with the desire of the court to protect the prior corporation, it is difficult to see that any right was violated by the defendant. And admitting that there was here *damnum*, which, indeed, in neither case satisfactorily appeared, for an action to lie there must also be *injuria*. In a leading case in which a somewhat similar question was involved, *Day* v. *Brownrigg*, 10 Ch. D. 295, the plaintiff was damaged by the defendant calling his adjoining property by the name by which the plaintiff's had been known for sixty years, and it was urged that alone

was sufficient ground for an injunction. But the Court of Appeals held that there must also be a right violated, either legal or equitable, and that with the exception of trade marks and trade names there was no exclusive property in names. The court further expressly disclaimed the power of widening the application of this exception. The case of trade marks and trade names rests on a peculiar principle. The prior user has acquired a reputation for these names by their use in his business, and to permit another to employ them in a similar way would be to permit a fraud both on him and the public by which he would sustain pecuniary damage. 12 HARVARD LAW REVIEW, 349. A business conducted with the object of gain is necessarily presupposed, and in no proper sense could these membership corporations be brought within that class. They were in no way engaged in trade, but were in reality more in the nature of charitable organizations, and their members, so far from looking for profit from their operations, could only be subject to burdens. Unless the case could be considered one for the application of the rule governing trade names, which it is evident it cannot, there would seem to be no possible support for the second decision either in principle or authority. Apart from statutory provisions, there can be no sound distinction between a corporation and a personal name, and in the latter case there has never been any doubt but that by the common law, with the exception of trade names, no exclusive right to a name can be acquired. *Du Boulay* v. *Du Boulay*, L. R. 2 P. C. 430.

SIGNATURES OF WILLS. — The Court of Appeals of New York has again affirmed the rule that the signature of a will must be at the physical end of the document. *In re Andrews*, New York Law Journal, March 7, 1900. But the vigorous protest in the Appellate Division shows that, even under a statute which requires the signature at the end of a will, there may well be a difference of opinion as to the real meaning of the true "end." In the principal case the testatrix wrote a will on three sides of a folded paper, commencing on the first page and continuing on the third page, at the top of which was written "second page." She at length completed and signed the instrument on a page marked "third page," which in fact was the second page of the sheet. It was held that the will was not signed at the end within the meaning of the statute, and it was accordingly not probated.

Statutes requiring such formalities have been passed usually with a view to preventing frauds upon the testator by additions or interlineations. But the development of the English cases seems to show that the requirements need not be carried to the extent of admitting only those wills which are signed at the physical end. By 1 Vict. c. 26, the position of the signature was required at the end or the foot of the will. It became common to construe this requirement strictly, and thus in many cases the results were extremely harsh. Sugden, Real Property Statutes, p. 311. But no case appears to be reported presenting the exact point of the principal case. The discussion in nearly every instance turned on the amount of space between the last line of the instrument and the signature. For the express purpose, then, of preventing such decisions the 15 & 16 Vict. c. 24, was passed. And this by its reference to the previous enactment and by its enumeration of specific cases arising under it is shown to be merely an explanatory statute. Accordingly, it has been held